quite unnecessary. When the latter question is squarely raised, it is to be hoped that the English court will renounce its present views and return to those expressed in the Niblett case. *Niblett* v. *Confectioner's Materials Co.*, 125 L. T. R. 552 (C. A.). See 35 HARV. L. REV. 477.

SALES — RIGHTS AND REMEDIES OF SELLER — EFFECT OF NOTICE TO BUYER OF INTENDED RESALE BY UNPAID SELLER. — The plaintiff sold goods to the defendant, retaining a lien for the purchase price. Upon the defendant's default, the plaintiff gave him notice of intention to resell, naming the time, place, and terms of the resale. The defendant made no objection. The plaintiff brought suit for the difference between the resale price and the contract price. In answer, the defendant asserted that the circumstances of the resale made it unreasonable. *Held*, that judgment be entered for the plaintiff for the full amount claimed. *Pride* v. *Marshall*, 131 N. E. 183 (Mass.).

For a discussion of the principles involved, see NOTES, *supra*, p. 870.

SALES — WARRANTIES: REMEDIES FOR BREACH — BUYER'S VOLUNTARY RESCISSION OF SUB-CONTRACT. — The plaintiff sold a horse to the defendant with warranty of age. The defendant resold it without warranty of age. On ascertaining that the horse was older than supposed, the sub-purchaser complained to the defendant, who voluntarily rescinded the sub-contract. In an action brought for the purchase price, the defendant counterclaims for damages in breach of warranty. *Held*, that the counterclaim be dismissed. *Pointer* v. *Robinson*, [1922] 1 W. W. R. 91 (Alta.).

The dismissal of the counterclaim was wrong. The court seems curiously to have confused direct and consequential damages. The defendant counterclaims for damages directly sustained by reason of the failure of the horse to conform to the warranty, and the seller must make good the statements the truth of which he warranted. See WILLISTON, SALES, § 613. The defendant does not claim consequential damage, nor is there any. The existence of the sub-contract and the cause or effect of its rescission are, therefore, immaterial in the present controversy between the original buyer and seller. *Williams* v. *Agius*, [1914] A. C. 510; *Union Selling Co.* v. *Jones*, 128 Fed. 672 (8th Circ.); *Hallam* v. *Bainton*, 60 C. S. C. 325, [1920] 2 W. W. R. 296. The counterclaim should be allowed both at common law and under the Sales Act. See UNIFORM SALES ACT, § 69. See WILLISTON, SALES, §§ 603 *et seq.*

SALVAGE — RECOVERY WHEN REQUESTED SERVICE CONFERS NO BENEFIT. — The steamer D answered the distress call of the steamer M and stood by for two days, making unsuccessful attempts to get a towline aboard. When she had finally succeeded she was dismissed because of the arrival of a vessel sent by the owners of the M to do the towing. The latter ship towed the M to safety. *Held*, that the D was entitled to a salvage award. *The Manchester Brigade*, 276 Fed. 410 (E. D. Va.).

Salvage awards for unsolicited service ordinarily depend on benefit conferred. *The Huntsville*, 12 Fed. Cas. No. 6916 (E. D. S. C.); *The City of Puebla*, 153 Fed. 925 (N. D. Cal.); *The Edward Hawkins*, Lush. Adm. Rep. 515. A requested service stands differently. A request indicates immediate danger, or chance of success not great enough to call forth volunteers. Or again, the request may be the means of communication of the danger; that is, in this last case, possible relief is not in the immediate neighborhood and capable of judging for itself the chances of success, but must be called from a distance. In all these cases in order that salvage will be attempted, and promptly enough, some reward not contingent upon success must be offered. The law recognizes this by permitting a salvage recovery when a requested service has not proved beneficial, if the property is otherwise saved. *The*